

RECORDATION NO. 9762 Filed 1425

OCT 13 1978 - 2 10 PM

INTERSTATE COMMERCE COMMISSION
BraeLease Corporation
Three Embarcadero Center
San Francisco, California

RECORDATION NO. 9763 Filed 1425

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9764 Filed 1425

OCT 13 1978 - 2 10 PM
INTERSTATE COMMERCE COMMISSION
Secretary

Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 9764 Filed 1425

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INTERSTATE COMMERCE COMMISSION

October 12, 1978

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INTERSTATE COMMERCE COMMISSION

Dear Sir:

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INTERSTATE COMMERCE COMMISSION

Enclosed for filing and recording pursuant to
Section 20c of the Interstate Commerce Act are the
following documents relating to the railroad equipment
described and marked in accordance with Schedule I
attached hereto:

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INTERSTATE COMMERCE COMMISSION

(1) Equipment Lease Agreement dated October 1, 1978 between Birmingham Trust National Bank, as Owner Trustee and BraeLease Corporation (hereinafter called BraeLease Lease).

(2) Lease Agreement dated as of February 28, 1978 between BRAE Corporation and Willis B. Kyle Inc. (hereinafter called Kyle Lease) (including Riders No. 1, 2 and 3 and Equipment Schedule No. 1), Amendment No. 1 thereto dated as of March 31, 1978 and Amendment No. 2 thereto dated as of April 15, 1978, *

(3) Sublease Agreement dated as of March 28, 1978 between Willis B. Kyle Inc. and Yreka Western Railroad Company (hereinafter called Yreka Sublease) (including Riders No. 1, 2 and 3 and Equipment Schedule No. 1) and an Assignment of the Sublease Agreement dated as of October 11, 1978 to BraeLease Corporation, *

(4) Purchase Agreement dated as of September 30, 1978 between FMC Corporation and BraeLease Corporation (hereinafter called Purchase Agreement), an Assignment of the Purchase Agreement dated as of October 1, 1978 to Birmingham Trust National Bank, as Owner Trustee, and a Consent to the Assignment dated as of October 1, 1978 by FMC Corporation.

*and an assignment of said agreement dated as of October 11, 1978, to Birmingham Trust National Bank, as Owner Trustee.

No. OCT 13 1978
Date
Fee \$ 240.00

ICC Washington, D. C.

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INTERSTATE COMMERCE COMMISSION

RECEIVED

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I.C.C.
FEE OPERATION BR.

The names and addresses of the parties to the above transactions are as follows:

(1) BraeLease Lease

(a) Lessor: Birmingham Trust National
Bank, as Owner Trustee
P. O. Box 2554
Birmingham, Alabama 35290

(b) Lessee: BraeLease Corporation
Three Embarcadero Center
San Francisco, California
94111

(2) Kyle Lease

(a) Lessor: BraeLease Corporation
Three Embarcadero Center
San Francisco, California
94111

(b) Lessee: Willis B. Kyle Inc.
1350 "O" Street, Suite 301
Fresno, California 93721

(3) Yreka Sublease

(a) Lessor-
Assignor: Willis B. Kyle Inc.
1350 "O" Street, Suite 301
Fresno, California 93721

(b) Lessee: Yreka Western Railroad Company
300 East Minor Street
Yreka, California 96097

(c) Assignee: BraeLease Corporation
Three Embarcadero Center
San Francisco, California 94111

(4) Purchase Agreement

(a) Manufacturer: FMC Corporation
Box 3616
4700 Northwest Front Avenue
Portland, Oregon 97208

- (b) Vendee-
Assignor: BraeLease Corporation
Three Embarcadero Center
San Francisco, California 94111
- (c) Assignee: Birmingham Trust National Bank,
as Owner Trustee.
P. O. Box 2554
Birmingham, Alabama 35290

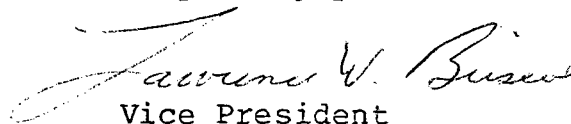
BRAE Corporation, the corporation which originally executed the Kyle Lease was merged into its wholly-owned subsidiary, BraeLease Corporation, on September 27, 1978. Pursuant to such merger, BraeLease Corporation assumed all of the rights and obligations of BRAE Corporation. Accordingly, BraeLease Corporation is now party to the Kyle Lease.

Also enclosed is our check payable to the order of the Interstate Commerce Commission in the amount of \$200, the prescribed fee for filing and recording the enclosed documents.

Please file and record the enclosed documents and cross-index them under the names of, in the case of the BraeLease Lease, the Lessor and the Lessee, in the case of the Kyle Lease, the Lessee and the Lessor (both BraeLease Corporation and its predecessor, BRAE Corporation), in the case of the Yreka Sublease, the Lessor-Assignor, the Lessee and the Assignee,* and in the case of the Purchase Agreement, the Manufacturer, the Vendee-Assignor and the Assignee.

Return to the person presenting this letter, together with your letter confirming such filing and recordation and your fee receipt therefor, all counterparts of the enclosed documents not required for filing.

Very truly yours,


Vice President

The Kyle Lease and the Yreka Sublease should also be cross-indexed under the name of Birmingham Trust National Bank, as Owner-Trustee, as Assignee.

SCHEDULE I

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (Both Inclusive)</u>	<u>Markings</u>
100	70-ton 50 '6" Box Cars, AAR Class XM	YW25101-YW25200	"Property of and leased from Birmingham Trust National Bank, as trustee, subject to an agreement filed under the Interstate Commerce Act, Section 20c"

9765-B
RECORDATION NO. 9765-B Filed 1426
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INTERSTATE COMMERCE COMMISSION

CONSENT TO ASSIGNMENT
DATED AS OF OCTOBER 1, 1978
BY
FMC CORPORATION

CONSENT TO ASSIGNMENT Dated as of October 1, 1978
by FMC Corporation (hereinafter called the Builder)

WHEREAS, BraeLease Corporation, successor by merger to BRAE Corporation (hereinafter called the Lessee) has entered into a contract dated as of September 30, 1978 incorporating the letters of BRAE Corporation dated March 31, 1978 and FMC Corporation dated April 26, 1978 (hereinafter called the Purchase Agreement) with the Builder pursuant to which the Builder has agreed to manufacture, sell and deliver to the Lessee the units of railroad equipment described in Schedule A to the Purchase Agreement, which consist of 100 boxcars and are referred to as Lot No. 17941 (hereinafter called the Units);

WHEREAS, the Lessee is assigning to Birmingham Trust National Bank, as Owner Trustee (hereinafter called the Lessor), all its rights under the Purchase Agreement pursuant to an Assignment of Purchase Agreement dated as of the date hereof (hereinafter called the Assignment); and

WHEREAS, the Lessee will lease the Units from the Lessor pursuant to an Equipment Lease Agreement dated as of the date hereof (hereinafter called the Lease);

NOW THEREFORE, in consideration of the covenants contained in the Assignment, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Builder hereby agrees with the Lessee and the Lessor as follows:

1. The Builder hereby acknowledges receipt of a copy of the Assignment and consents to the assignment to the Lessor of the Lessee's rights under the Purchase Agreement upon the terms and subject to the conditions contained in the Assignment.

2. The Builder hereby agrees to manufacture and deliver the Units to the Lessor in accordance with the specifications set forth in or referred to in the Purchase Agreement.

3. The Builder hereby confirms to the Lessor that all representations, warranties, indemnities and agreements of the Builder in the Purchase Agreement shall inure to the benefit of, and shall be enforceable by, the Lessor to the same extent as if it had been originally named in the Purchase Agreement as the purchaser.

4. The Builder hereby agrees that it will not amend, modify or terminate any provision of the Purchase Agreement without the prior written consent of the Lessor.

5. The Builder hereby agrees that it will warrant to the Lessor that at the time of delivery of each Unit pursuant to the Purchase Agreement that the Builder has the legal title to such Unit, free of all claims, liens, charges, security interests and other encumbrances, except the security interest which the Builder has retained in the Units pursuant to the Purchase Agreement and except the rights of the Lessee under the Lease which derive from the Lessor, and that it will defend the Lessor's title to each Unit against all claims by, through or under the Builder.

The Builder hereby confirms to the Lessor that the Lessee is not in default under the Purchase Agreement.

IN WITNESS WHEREOF, the Builder has caused this Consent to Assignment to be executed by its duly authorized representative as of the date first above written.

FMC CORPORATION

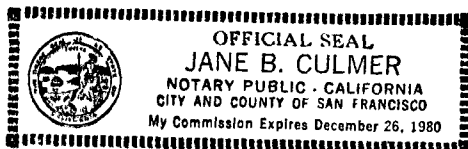
By William L. Hollerath
Authorized Representative

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)
) ss:
)

On this 11th day of October, 1978, before me personally appeared William K. Galbraith, to me personally known, who, being by me duly sworn, says that he is an authorized representative of FMC CORPORATION, that the foregoing instrument was executed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Jane B. Culmer
Notary Public

[Notarial Seal]

My Commission expires: December 26, 1980